

DC-15-12384 - JUAN PORRAS vs. ALLSTATE TEXAS LLOYDS et al

Case Number: DC-15-12384
File Date: 10/08/2015
Case Status: OPEN

Court: 162nd District Court
Case Type: INSURANCE

PLAINTIFF : PORRAS, JUAN
Address:
c/o 100 Waugh Drive, Suite 350
Houston TX 77007

Active Attorneys
Lead Attorney:
WORRALL, MATTHEW
Retained
Work Phone: 713-963-8881
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DEFENDANT : ALLSTATE TEXAS LLOYDS
Address:
BY SERVING ITS REGISTERED AGENT CT
CORPORATION SYSTEM
1999 BRYAN STREET, SUITE 900
DALLAS TX 75201-3136

Active Attorneys
Lead Attorney:
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DEFENDANT : BACKER, DAVID FRANK
Address:
6717 PARKSIDE COURT
ARLINGTON TX 76016

DEFENDANT : ALLSTATE VEHICLE
Address:
BY SERVING ITS REGISTERED AGENT CT
CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201-3136

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10/08/2015 NEW CASE FILED (OCA) - CIVIL
10/08/2015 ORIGINAL PETITION

15.10.07 Original Petition.pdf
Civil Case Information Sheet.pdf

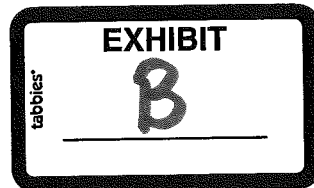
10/08/2015 ISSUE CITATION
ISSUE CITATION
ISSUE CITATION

10/08/2015 JURY DEMAND
JURY DEMAND

10/14/2015 CITATION

Anticipated Server: CERTIFIED MAIL
Actual Server: CERTIFIED MAIL
Comment: CMR #9214-8901-0661-5400-0070-2504-17

Anticipated Method:
Returned: 10/21/2015



10/14/2015 CITATION

Anticipated Server: CERTIFIED MAIL

Anticipated Method:

Actual Server: CERTIFIED MAIL

Returned: 12/08/2015

Comment: CMR #9214-8901-0661-5400-0070-2512-78

11/09/2015 ORIGINAL ANSWER - GENERAL DENIAL

Answer.pdf

12/07/2015 RULE 11

Porras, Juan v Allstate - Rule 11.pdf

12/14/2015 SCHEDULING ORDER

SCHEDULING ORDER

12/30/2015 RULE 11

Rule 11 to extend discovery deadline.pdf

Comment: EXTEND DISCOVERY

03/01/2016 AMENDED PETITION

2016.03.01 First Amended Petition - Porras.pdf

Comment: FIRST

03/01/2016 ISSUE CITATION

ISSUE CITATION

03/07/2016 CITATION

Anticipated Server: CERTIFIED MAIL

Anticipated Method:

Actual Server: CERTIFIED MAIL

Returned: 03/14/2016

Comment: FIRST AMENDED/ CERT MAIL/DC

03/30/2016 ORIGINAL ANSWER - GENERAL DENIAL

Allstate Vehicle & Property's Original Answer.pdf

10/17/2016 Jury Trial - Civil

Judicial Officer: BROWN, PHYLLIS LISTER

Hearing Time: 9:00 AM

PORRAS, JUAN

Total Financial Assessment

\$666.00

Total Payments and Credits

\$666.00

10/9/2015	Transaction Assessment			\$555.00
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10/9/2015	CREDIT CARD - TEXFILE (DC)	Receipt # 60324-2015-DCLK	Porras, Juan	(\$555.00)
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3/4/2016	Transaction Assessment			\$111.00
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3/4/2016	CREDIT CARD - TEXFILE (DC)	Receipt # 13839-2016-DCLK	PORRAS, JUAN	(\$111.00)
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15.10.07 Original Petition.pdf

Civil Case Information Sheet.pdf

JURY DEMAND

ISSUE CITATION

ISSUE CITATION

ALLSTATE TEXAS LLOYDS - CITATION

Answer.pdf

Porras, Juan v Allstate - Rule 11.pdf

BACKER, DAVID FRANK - CITATION

SCHEDULING ORDER

Rule 11 to extend discovery deadline.pdf

2016.03.01 First Amended Petition - Porras.pdf

ISSUE CITATION

ALLSTATE VEHICLE - CITATION

Allstate Vehicle & Property's Original Answer.pdf

DC-15-12384
Cause No. _____

Freeney Anita

JUAN PORRAS

v.
ALLSTATE TEXAS LLOYDS AND DAVID
FRANK BACKER

Plaintiff,

Defendant

§
§
§
§
§
§
§

IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

I-162ND JUDICIAL DISTRICT

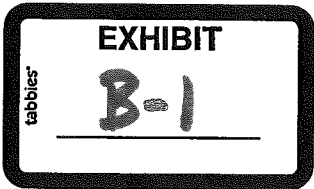
PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Juan Porras, Plaintiff (hereinafter referred to as “Plaintiff”), and file this Original Petition against Defendants, Allstate Texas Lloyds (“Allstate”) and David Frank Backer (“Backer”) (to whom will be collectively referred to as “Defendants”), and respectfully would show this court as follows:

PARTIES

- Plaintiff, Juan Porras, is an individual residing in and/or owning property in Dallas County, Texas.
- Defendant, Allstate, is an insurance company that engaged in the business of insurance in the State of Texas at all times material to this action. This defendant may be served by serving its Registered Agent for service of process: C T Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136, by certified mail, return receipt requested.
- Defendant, David Frank Backer, is an individual residing in and domiciled in the State of Texas. This defendant may be served via certified mail, return receipt requested at 6717 Parkside Court, Arlington, Texas 76016.



DISCOVERY LEVEL

4. Plaintiff intends for discovery to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

JURISDICTION

5. The Court has jurisdiction over this controversy because the damages are within the jurisdictional limits of this court. Plaintiff is seeking monetary relief over \$200,000 but not more than \$1,000,000. Plaintiff reserves the right to amend this petition during and/or after the discovery process.

6. The Court has jurisdiction over Defendant, Allstate, because this defendant engaged in the business of insurance in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

7. The Court has jurisdiction over Defendant, Backer, because this defendant engages in the business of adjusting insurance claims in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

VENUE

8. Venue is proper in Dallas County, Texas, because the insured property is situated in Dallas County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

FACTS

9. Plaintiff is the owner of a property insurance policy ("the Policy") issued by Allstate.

10. Plaintiff owns the insured property located at 7105 Melton Dr., in Dallas County (hereinafter referred to as "the Property"). Allstate sold the Policy insuring the Property to Plaintiff.

11. On or about June 17, 2015, a hail storm and/or windstorm struck Dallas County, Texas, causing severe damage to homes and businesses throughout the region (“the Storm”) including the Property. The Storm damaged the Property including extensive damage to Plaintiff’s roof.

12. Plaintiff subsequently submitted a claim to Allstate for the damage the Property sustained as a result of the Storm. Plaintiff requested that Allstate cover the cost of repairs, including but not limited to, replacement of the roof pursuant to the property.

13. Defendant Allstate assigned Backer as the individual adjuster (“the adjuster”) on the claim. The adjuster was improperly trained and failed to perform a thorough investigation of the claim spending an inadequate amount of time inspecting Plaintiff’s property. The adjuster conducted a substandard inspection of Plaintiff’s Property evidenced by the adjuster’s report, which failed to include all of Plaintiff’s storm damages noted upon inspection. The damages the adjuster included in the report were grossly undervalued and did not allow for adequate funds to cover the cost of repairs to all the damages sustained.

14. Allstate and its personnel failed to thoroughly review and properly supervise the work of their assigned adjusters which ultimately led to the approving an improper adjustment and an inadequately unfair settlement of Plaintiff’s claim. As a result of Defendants’ wrongful acts and omissions set forth above and further described herein, Plaintiff was wrongfully denied on the claim and has suffered damages.

15. Together, Defendants set about to deny and/or underpay on properly covered damages. Defendants failed to provide full coverage for the damages sustained by Plaintiff and under-scoped Plaintiff’s damages, thereby denying adequate and sufficient payment on Plaintiff’s claim. As a result of Defendants’ unreasonable investigation, Plaintiff’s claim was improperly adjusted, and

Plaintiff was wrongfully denied on the claim and has suffered damages. The mishandling of Plaintiff's claim has also caused a delay in Plaintiff's ability to fully repair the Property, which has resulted in additional damages. To this date, Plaintiff has yet to receive the full payment that he is entitled to under the Policy.

16. As detailed in the paragraphs below, Allstate wrongfully denied Plaintiff's claim for repairs of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff.

17. To date, Allstate continues to delay in the payment for the damages to the Property. As such, Plaintiff has not been paid in full for the damages to the Property.

18. Defendant Allstate failed to perform its contractual duties to adequately compensate Plaintiff under the terms of the Policy. Specifically, it refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property, and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Allstate's conduct constitutes a breach of the insurance contract between Allstate and Plaintiff.

19. Defendants misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(1).

20. Defendants failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §

541.0060(a)(2)(A).

21. Defendants failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, Defendants failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. Defendants' conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(3).

22. Defendants failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendants. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(4).

23. Defendants refused to fully compensate Plaintiff, under the terms of the Policy, even though Defendants failed to conduct a reasonable investigation. Specifically, Defendants performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiff's claim on the Property. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(7).

24. Defendant Allstate failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim, within the statutorily mandated time of receiving notice of Plaintiff's claim. Allstate's conduct constitutes a

violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.055.

25. Defendant Allstate failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.056.

26. Defendant Allstate failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiff's claim longer than allowed and, to date, Plaintiff has not received full payment for the claim. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.058.

27. From and after the time Plaintiff's claim was presented to Defendant Allstate, the liability of Allstate to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Allstate has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing.

28. Defendants knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

29. As a result of Defendants' wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who are representing them with respect to these causes of action.

30. Plaintiff's experience is not an isolated case. The acts and omissions Allstate committed in this case, or similar acts and omissions, occur with such frequency that they constitute a general business practice of Allstate with regard to handling these types of claims. Allstate's entire process

is unfairly designed to reach favorable outcomes for the company at the expense of the policyholders.

CAUSES OF ACTION

31. Each of the foregoing paragraphs is incorporated by reference in the following:

I. Causes of Action Against Backer

32. Allstate assigned Backer to adjust this claim. Backer was improperly trained and performed an outcome oriented and unreasonable investigation of Plaintiff's damages. Backer did not properly assess all damages caused by the Storm and omitted covered damages from the report including the full extent of damage to the roof. Backer refused to fully compensate Plaintiff for the full amount Plaintiff is entitled under the Policy. The outcome oriented investigation of Plaintiff's claim resulted in a biased evaluation of Plaintiff's damages to the Property and the estimated damages were severely underestimated.

A. Noncompliance with Texas Insurance Code: Unfair Settlement Practices

33. Defendant Backer's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a). All violations under this article are made actionable by TEX. INS. CODE § 541.151.

34. Defendant Backer is individually liable for his unfair and deceptive acts, irrespective of the fact Backer was acting on behalf of Allstate, because Backer is a "person" as defined by TEX. INS. CODE § 541.002(2). The term "person" is defined as "any individual, corporation, association, partnership, reciprocal or interinsurance exchange, Lloyds plan, fraternal benefit society, or other legal entity engaged in the business of insurance, including an agent, broker, adjuster or life and health insurance counselor." TEX. INS. CODE § 541.002(2) (emphasis added). (See also *Liberty*

Mutual Insurance Co. v. Garrison Contractors, Inc., 966 S.W. 2d 482, 484 (Tex. 1998) (holding an insurance company employee to be a “person” for the purpose of bringing a cause of action against him or her under the Texas Insurance Code and subjecting him or her to individual liability)).

35. Defendants’ misrepresentations by means of deceptive conduct include, but are not limited to: (1) failing to conduct a reasonable inspection and investigation of Plaintiff’s damages; (2) stating that Plaintiff’s damages were less severe than they in fact were; (3) using their own statements about the non-severity of the damages as a basis for denying properly covered damages and/or underpaying damages; and (4) failing to provide an adequate explanation for the inadequate compensation Plaintiff received. Defendant Backer’s unfair settlement practices, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060 (a)(1).

36. Defendant Backer’s unfair settlement practices, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though liability under the Policy is reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(2)(A).

37. Defendant Backer failed to explain to Plaintiff the reasons for the offer or offers of an inadequate settlement. Specifically, Defendant Backer failed to offer Plaintiff adequate compensation without any explanation as to why full payment was not being made. Furthermore, Defendant Backer did not communicate that any future settlements or payments would be

forthcoming to pay for the entire losses covered under the Policy, nor was there any explanation for the failure as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for the offer of a compromise settlement of Plaintiff's claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(3).

38. Defendant Backer's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(4).

39. Defendant Backer did not properly inspect the Property and failed to account for and/or undervalued Plaintiff's roof damage, although reported by Plaintiff to Allstate. Defendant Backer's unfair settlement practices, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition, and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(7).

II. Causes of Action Against Allstate

40. Allstate intentionally breached its contract with Plaintiff, intentionally violated the Texas Insurance Code and intentionally breached the common law duty of good faith and fair dealing.

A. Breach of Contract

41. Allstate breached the contract of insurance it had with Plaintiff. Allstate breached the contract by its failure/and or refusal to adequately pay the claim as it is obligated to do under the terms of the Policy in question and under the laws in the State of Texas.

B. Noncompliance with Texas Insurance Code: Unfair Settlement Practices

42. Defendant Allstate's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a). All violations under this article were made actionable by TEX. INS. CODE § 541.151.

43. Defendant Allstate's unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 5410.060(a)(1).

44. Defendant Allstate's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Allstate's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(2)(A).

45. Defendant Allstate's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(3).

46. Defendant Allstate's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of compensation and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(4).

47. Defendant Allstate's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(7).

C. Noncompliance with Texas Insurance Code: Prompt Payment of Claims Statute

48. Plaintiff is entitled to 18% interest and attorney fees under TEX. INS. CODE §542.060 for violating the Texas Insurance Code, Prompt Payment of claims TEX. INS. CODE §542.051 *et. seq.*

49. Allstate failed to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that it reasonably believed would be required within the applicable time constraints under TEX. INS. CODE §542.055.

50. Allstate failed to notify Plaintiff in writing of its acceptance or rejection of the claim within applicable time constraints under TEX. INS. CODE §542.056.

51. Allstate delayed the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for under TEX. INS. CODE §542.058.

D. Breach of the Duty of Good Faith and Fair Dealing

52. Allstate breached the duty of good faith and fair dealing by failing to adequately and reasonably investigate and evaluate Plaintiff's claim while it knew or should have known, by the exercise of reasonable diligence, that its liability was reasonably clear.

E. Knowledge

53. Each of the acts described above, together and singularly, was done "knowingly" as that term is used in the Texas Insurance Code.

DAMAGES

54. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiff.

55. The damages caused by the hail storm and/or windstorm have not been properly addressed or repaired in the months since the storm, causing further damages to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of Defendants' mishandling of Plaintiff's claim in violation of the laws set forth above.

56. For breach of contract, Plaintiff are entitled to regain the benefit of their bargain, which is the amount of his claim, together with attorney's fees.

57. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, court costs, and attorney's fees. For knowing conduct of the acts described above, Plaintiff ask for three times their actual damages. TEX. INS. CODE § 541.152.

58. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of the claim, as well as 18% (eighteen percent) interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE § 542.060.

59. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages and damages for emotional stress.

60. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled

to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas

JURY DEMAND

61. Plaintiff hereby demands a trial by jury and tender the appropriate fee.

DISCOVERY REQUESTS

62. Pursuant to Texas Rules of Civil Procedure 194, Plaintiff requests that each Defendant disclose, within 30 days of service of this request, the information or materials described in Texas Rule of Civil Procedure 194.2(a)-(l).

63. Defendants are requested to respond to the attached interrogatories and requests for production within fifty (50) days.

PRAYER

64. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this court site Defendants to appear and answer herein and that Plaintiff has judgment taken against Defendants and recovers from Defendants all damages allowed by law, and that Plaintiff be awarded attorneys' fees for trial and any appeal of this case, for pre-judgment and post judgment interest as allowed by law, costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff is justly entitled.

Respectfully submitted,

THE POTTS LAW FIRM, LLP

By: /s/ Matthew J. Worrall
Matthew J. Worrall
SBN: 24070883
William H. Barfield
SBN: 24031725
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awoellner@potts-law.com

ATTORNEYS FOR PLAINTIFF

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

STYLED Juan Porras v. Allstate Texas Lloyds and David Frank Backer

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: _____ Email: _____ Matthew J. Worral _____ inworral@potts-law.com Address: _____ Telephone: _____ 100 Waugh Drive, Suite 350 _____ 713-963-8881 City/State/Zip: _____ Fax: _____ Houston, Texas 77007 _____ 713-574-2938 Signature: _____ State Bar No: _____ <u>Matthew J. Worral</u> _____ 24070883 [Attach additional page as necessary to list all parties]		Names of parties in case: Plaintiff(s)/Petitioner(s): _____ Juan Porras _____ Defendant(s)/Respondent(s): _____ Allstate Texas Lloyds and _____ David Frank Backer _____ [Attach additional page as necessary to list all parties]		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
2. Indicate case type, or identify the most important issue in the case. (select only 1):					
Civil			Family Law		
Contract <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:				
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:				
3. Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
4. Indicate damages sought (do not select if it is a family law case): <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000					

EXHIBIT

B-2



FILED
DALLAS COUNTY
10/8/2015 4:35:15 PM
FELICIA PITRE
DISTRICT CLERK

FELICIA PITRE
DALLAS COUNTY DISTRICT CLERK

NINA MOUNTIQUE
CHIEF DEPUTY

CAUSE NO. DC-15-12384

JUAN PORRAS
vs. ALLSTATE TEXAS LLOYDS et al

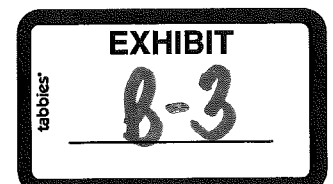
162nd District Court

ENTER DEMAND FOR JURY

JURY FEE PAID BY: JUAN PORRAS

FEE PAID: \$30.00

600 COMMERCE STREET DALLAS, TEXAS 75202 (214) 653-7261
FAX (214)653-7781 E-mail: Felicia.Pitre@dallascounty.org
Web site: <http://www.dallascounty.org/distclerk/index.html>



**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: **ALLSTATE TEXAS LLOYDS
BY SERVING ITS REGISTERED AGENT, C. T. CORPORATION SYSTEM
1999 BRYAN STREET, SUITE 900
DALLAS, TEXAS 75201-3136**

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 162nd District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **JUAN PORRAS**

Filed in said Court **8th day of October, 2015** against

ALLSTATE TEXAS LLOYDS AND DAVID FRANK BACKER

For Suit, said suit being numbered **DC-15-12384-I**, the nature of which demand is as follows:
Suit on **INSURANCE** etc. as shown on said petition,
a copy of which accompanies this citation. If this citation is not served, it shall be returned
unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 14th day of October, 2015.

ATTEST: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County, Texas



Springe McKinley
Deputy

SPRINGE MCKINLEY

CERT/MAIL

CITATION

DC-15-12384-I

**JUAN PORRAS
vs. ALLSTATE TEXAS LLOYDS
et al**

**ISSUED THIS
14th day of October, 2015**

**FELICIA PITRE
Clerk District Courts,
Dallas County, Texas**

By: **SPRINGE MCKINLEY**, Deputy

**Attorney for Plaintiff
MATTHEW J. WORRALL
THE POTTS LAW FIRM
100 WAUGH SUITE 350
HOUSTON, TEXAS 77007
713-963-8881**

DALLAS COUNTY CONSTABLE

**FILES NOT
PAID**



OFFICER'S RETURN

Case No. : DC-15-12384

Court No. 162nd District Court

Style: JUAN PORRAS

vs. ALLSTATE TEXAS LLOYDS et al

Came to hand on the 14th day of October, 20 15, at 10:48 o'clock A.M. Executed at _____
 within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
 20 _____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, WAS MAILED UNITED STATES CERTIFIED MAIL RETURN RECEIPT REQUESTED having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ <u>76.00</u>	_____	_____	_____
For mileage	\$ _____	of _____	County, _____	
For Notary	\$ _____	By _____	Deputy _____	

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20 _____

to certify which witness my hand and seal of office.

9214-8901-0661-5400-0070-2504.17 _____
 _____ Notary Public _____ County _____

FORM NO. 353-3 - CITATION
THE STATE OF TEXAS

To: DAVID FRANK BACKER
6717 PARKSIDE COURT
ARLINGTON, TEXAS 76016

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 162nd District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being JUAN PORRAS


Filed in said Court 8th day of October, 2015 against

ALLSTATE TEXAS LLOYDS AND DAVID FRANK BACKER

For Suit, said suit being numbered DC-15-12384-I, the nature of which demand is as follows:
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ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By:  Deputy
FELICIA PITRE, Deputy
713-963-8881

tabbles®

EXHIBIT

B-5

CERT/MAIL

CITATION

DC-15-12384-I

JUAN PORRAS
vs. ALLSTATE TEXAS LLOYDS
et al

ISSUED THIS
14th day of October, 2015

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: SPRINGE MCKINLEY, Deputy

Attorney for Plaintiff
MATTHEW J. WORRALL
THE POTTS LAW FIRM
100 WAUGH SUITE 350
HOUSTON, TEXAS 77007
713-963-8881

DALLAS COUNTY CONSTABLE

FEES PAID
FEES NOT PAID

OFFICER'S RETURN

Case No. : DC-15-12384

Court No. 162nd District Court

Style: JUAN PORRAS

vs. ALLSTATE TEXAS LLOYDS et al

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 within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
 20 _____, by delivering to the within named _____

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For serving Citation	\$ <u>76.00</u>	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20 _____,

to certify which witness my hand and seal of office.

9214-8901-0661-5400-0070-2512-78

Notary Public _____ County _____

OFFICER'S RETURN

Case No.: DC-15-12384

Court No. 162nd District Court

Style: JUAN PORRAS

vs. ALLSTATE TEXAS LLOYDS et al

Came to hand on the 14th day of October, 2015, at 10:48 o'clock A. M. Executed at 1999 Bryson St. Ste 900
within the County of Dallas, at 9:20 o'clock A. M. on the 19th day of October, 2015.

20 15 by delivering to the within named

Attached Charles Allstate Texas Liberty registered agent, CT Corporation
signed by Christopher Wells on 10-19-15, was mailed United States
certified return receipt requested

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, WAS MAILED UNITED STATES CERTIFIED MAIL RETURN RECEIPT

REQUESTED having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and _____ are as follows: To
certify which witness my hand.

For serving Citation \$ 76.00
For mileage \$ _____
For Notary \$ _____

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20____
to certify which witness my hand and seal of office.

92-14-8901-0661-5400-0070-2504.17

FILED
Signed By: Christopher Wells
of Dallas County, Texas
By Springfield
FELICIA PITRE, DIST. CLERK, DALLAS COUNTY, TEXAS

FELICIA PITRE
DISTRICT CLERK
600 COMMERCE STREET
DALLAS, TEXAS 75202-4806

tabbies
EXHIBIT
B-6

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To: ALLSTATE TEXAS LLOYDS
BY SERVING ITS REGISTERED AGENT, C. T. CORPORATION SYSTEM
1999 BRYAN STREET, SUITE 900
DALLAS, TEXAS 75201-3136

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Said Plaintiff being **JUAN PORRAS**

Filed in said Court 8th day of October, 2015 against

ALLSTATE TEXAS LLOYDS AND DAVID FRANK BACKER

For Suit, said suit being numbered **DC-15-12384-I**, the nature of which demand is as follows:
Suit on **INSURANCE** etc. as shown on said petition,
a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 14th day of October, 2015.

ATTEST: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County, Texas
[Signature] Deputy
SPRINGE MCKINLEY



<u>CERT/MAIL</u> CITATION DC-15-12384-I	JUAN PORRAS vs. ALLSTATE TEXAS LLOYDS et al
ISSUED THIS 14th day of October, 2015 FELICIA PITRE Clerk District Courts, Dallas County, Texas	By: SPRINGE MCKINLEY , Deputy Attorney for Plaintiff MATTHEW J. WORRALL THE POTTS LAW FIRM 100 WAUGH SUITE 350 HOUSTON, TEXAS 77007 713-963-8881

DALLAS COUNTY CONSTABLE



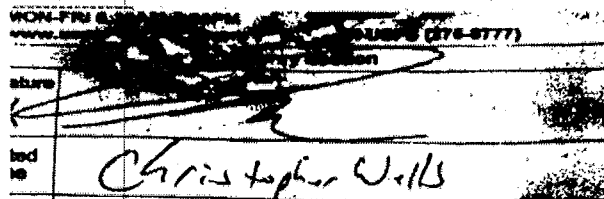


Date: October 19, 2015

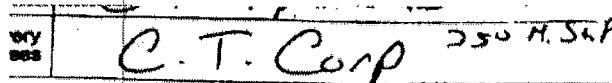
MAIL MAIL:

The following is in response to your October 19, 2015 request for delivery information on your Certified Mail™/RRE item number 92148901066154000070250417. The delivery record shows that this item was delivered on October 19, 2015 at 9:20 am in DALLAS, TX 75201. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

The customer reference information shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

DC1512384-I SM DP
ALLSTATE TEXAS LLOYDS
BY SERVING ITS REGISTERED AGENT, C.T. CORPORATION
SYSTEM
1999 BRYAN ST STE 900

CAUSE NO. DC-15-12384

JUAN PORRAS,

Plaintiff,

v.

ALLSTATE TEXAS LLOYD'S and DAVID
FRANK BACKER,

Defendants.

§ IN THE DISTRICT COURT OF
§
§
§
§ DALLAS COUNTY, TEXAS
§
§
§
§ 162ND JUDICIAL DISTRICT

**DEFENDANT ALLSTATE TEXAS LLOYD'S VERIFIED DENIAL
AND ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

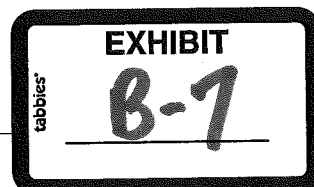
COMES NOW, Allstate Texas Lloyd's (Defendant), and files this Verified Denial and Original Answer and would respectfully show the following:

**I.
VERIFIED DENIAL**

1.1 Pursuant to Texas Rule of Civil Procedure 93, Defendant specifically denies that it is a proper party to this lawsuit. Defendant denies that it contracted with Plaintiff, as alleged in the Petition, or otherwise committed any of the acts or omissions that Plaintiff alleges against Defendant in the Petition.

**II.
ORIGINAL ANSWER**

2.1 Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant generally denies each and every, all and singular, the allegations contained within Plaintiff's Original Petition, and demands strict proof thereon by a preponderance of the credible evidence in accordance with the Constitution and laws of the State of Texas.



III.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant Allstate Texas Lloyd's prays that upon final trial and hearing hereof, Plaintiff recover nothing from Defendant, but Defendant goes hence without delay and recovers costs of court and other such further relief, both general and special, to which Defendant may be justly entitled.

Respectfully submitted,

/s/ Roger D. Higgins

Roger D. Higgins

State Bar No. 09601500

THOMPSON, COE, COUSINS & IRONS, L.L.P.

700 N. Pearl Street, 25th Floor

Dallas, Texas 75201

Telephone: (214) 871-8200

Telecopy: (214) 871-8209

Email: rhiggins@thompsoncoe.com

ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served by electronic file notification and/or facsimile to the following counsel on November 9, 2015:

Matthew J. Worrall
William H. Barfield
Andrew A. Woellner
The Potts Law Firm, LLP
100 Waugh Drive, Suite 350
Houston, Texas 77007
[mworrall@potts-law.com](mailto:mworral@potts-law.com)
wbarfield@potts-law.com
awoellner@potts-law.com

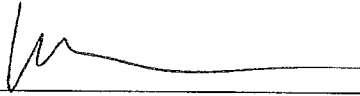
/s/ Roger D. Higgins

Roger D. Higgins

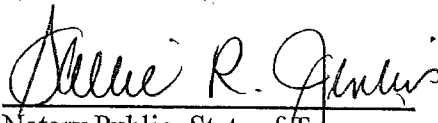
VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Vanessa Rosa for Allstate Texas Lloyd's and after being by me first duly sworn upon her oath deposes and says that she is personally acquainted with the facts herein stated, and has read the above and foregoing Defendant's Verified Denial and Original Answer, and that every factual statement contained in Defendant's Verified Denial and Original Answer is within her personal knowledge and are true and correct.



SUBSCRIBED AND SWORN TO this 9th day of November, 2015.

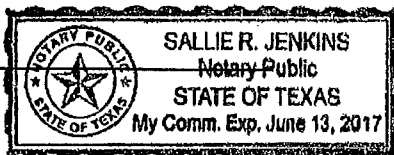


Notary Public, State of Texas



Notary Printed Name

My Commission Expires:



THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

John B. Reyna
Direct Dial: (214) 871-8218
jreyna@thompsoncoecoe.com

Austin
Dallas
Houston
Los Angeles
Saint Paul

December 7, 2015

Matthew J. Worrall
THE POTTS LAW FIRM, LLP
100 Waugh Drive, Suite 350
Houston, Texas 77007

Re: Cause No. DC-15-12384-I, Juan Porras v. Allstate Texas Lloyd's and Frank
Backer, in the 162nd Judicial District, Dallas County, Texas

Dear Mr. Worrall:

This letter will serve as a Rule 11 Agreement that Plaintiff Juan Porras and Defendant Allstate Texas Lloyd's agree to set the deadline for Defendant Allstate Texas Lloyd's to serve its objections, answers and responses to Plaintiff's First Set of Interrogatories, First Set of Request for Production, and Requests for Disclosure to December 28, 2015.

If this accurately reflects our agreement, please sign in the space provided below and return this letter back to me. Thank you.

Sincerely,

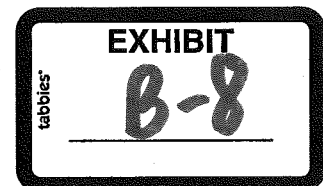


John B. Reyna

AGREED AS TO FORM AND CONTENT:

Matthew Worrall

Matthew J. Worrall



2327329v1
00364.999

OFFICER'S RETURN

Case No. : DC-15-12384

Court No. 162nd District Court

Style: JUAN PORRAS

vs. ALLSTATE TEXAS LLOYDS et al

Came to hand on the 14th day of October, 20 15, at 10:34 o'clock A. M. Executed at unexecuted
 within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
 20 _____ by delivering to the within named _____

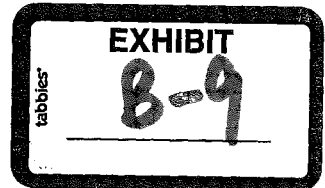
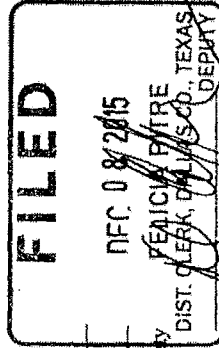
unexecuted

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 REQUESTED having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was _____ miles and my fees are as follows: To
 certify which witness my hand.

For serving Citation \$ 76.00
 For mileage \$ _____
 For Notary \$ _____

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20 _____
 to certify which witness my hand and seal of office.



9214-8901-0661-5400-0070-2512-78

FELICIA PITRE
 DISTRICT CLERK
 600 COMMERCE STREET
 DALLAS, TEXAS 75202-4608

Notary Public _____ County _____

FORM NO. 353-3 - CITATION
THE STATE OF TEXAS

To: DAVID FRANK BACKER
6717 PARKSIDE COURT
ARLINGTON, TEXAS 76016

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 162nd District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being JUAN PORRAS

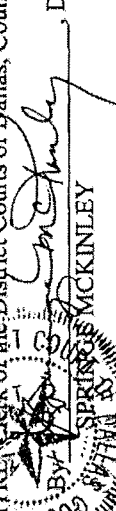
Filed in said Court 8th day of October, 2015 against

ALLSTATE TEXAS LLOYDS AND DAVID FRANK BACKER

For Suit, said suit being numbered DC-15-12384-I, the nature of which demand is as follows:
Suit on INSURANCE etc. as shown on said petition,
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WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 14th day of October, 2015.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By: 
SPRINGE MCKINLEY, Deputy

<u>CERT/MAIL</u>
CITATION
DC-15-12384-I
JUAN PORRAS vs. ALLSTATE TEXAS LLOYDS et al
ISSUED THIS 14th day of October, 2015
FELICIA PITRE Clerk District Courts, Dallas County, Texas
By: SPRINGE MCKINLEY, Deputy
Attorney for Plaintiff MATTHEW J. WORRALL THE POTTS LAW FIRM 100 WAUGH SUITE 350 HOUSTON, TEXAS 77007 713-963-8881

DALLAS COUNTY CONSTABLE

**Fees NOT
PAID**

CERTIFIED

MAIL

FELICIA PITRE
DISTRICT CLERK
GEORGE L ALLEN, SR. COURTS BLDG.
501 COMMERCE ST STE 103
DALLAS, TX 75202-4688



Return Receipt (Electronic)

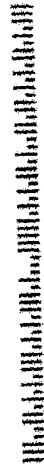
9214 8901 0661 5400 0070 2512 78

DC1612384-J SM DP
DAVID FRANK BAKER
6717 PARKSIDE CT
ARLINGTON, TX 76016-3610

NIXIE

760164126-1N

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
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OCT 15 2015
MAILED FROM ZIP CODE 75202

11/21/15

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of
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In The District Court
of Dallas County, Texas
162nd District Court

December 14, 2015

ROGER D HIGGINS
THOMPSON COE COUSINS & IRONS LLP
PLAZA OF THE AMERICAS
700 N PEARL ST TWENTY-FIFTH FL
DALLAS TX 75201-2832

IN RE: DC-15-12384
JUAN PORRAS vs. ALLSTATE TEXAS LLOYDS et al

**THE COURT REQUIRES A COURTESY COPY OF ALL PLEADINGS SCHEDULED
FOR HEARING ONE WEEK BEFORE THE HEARING**

PLEASE NOTE THE FOLLOWING:

ORDER SIGNED.

Melinda Thomas, Court Coordinator
162nd Judicial District Court
George L. Allen, Sr. Courts Bldg. - 7th Floor
600 Commerce Street, Room 730B
Dallas, TX 75202
214-653-7348 (office)
214-653-7195 (fax)
mthomas@dallascourts.org

Review your case information at: <http://courts.dallascounty.org>

Revised Dallas Local Rules can be found at: www.dallascourts.com-rules-locrulnw.htm.url

UPDATE YOUR CONTACT INFORMATION AT: www.dallascourts.com

All counsel of record and pro se litigants must be copied
on all e-mail and fax communications to the Court
"MEDIATION MUST OCCUR PRIOR TO YOUR TRIAL SETTING"





In The District Court
of Dallas County, Texas
162nd District Court

December 14, 2015

MATTHEW WORRALL
THE POTTS LAW FIRM
100 WAUGH SUITE 350
HOUSTON TX 77007

IN RE: DC-15-12384
JUAN PORRAS vs. ALLSTATE TEXAS LLOYDS et al

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In The District Court
of Dallas County, Texas
162nd District Court

December 14, 2015

DAVID FRANK BACKER
6717 PARKSIDE COURT
ARLINGTON TX 76016

IN RE: DC-15-12384
JUAN PORRAS vs. ALLSTATE TEXAS LLOYDS et al

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In The District Court
of Dallas County, Texas
162nd District Court

December 14, 2015

J DAVID APPLE
APPLE & FINK LLP
735 PLAZA BLVD SUITE 200
COPPELL TX 75019

IN RE: DC-15-12384
JUAN PORRAS vs. ALLSTATE TEXAS LLOYDS et al

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"MEDIATION MUST OCCUR PRIOR TO YOUR TRIAL SETTING"

4242
746

CAUSE NO: DC-15-12384

JUAN PORRAS
vs. ALLSTATE TEXAS LLOYDS et al

In the District Court
Dallas County, Texas
162nd District Court

162nd UNIFORM SCHEDULING ORDER (LEVEL 1 OR 2)
(Revised for the 162nd District Court September 16, 2015)

In accordance with Rules 166, 190 and 192 of the Texas Rules of Civil Procedure, the Court makes the following order to control discovery and the schedule of this cause.

1. This case will be ready and is set for Jury trial on **10/17/2016** at 9:00 a.m. (the "Initial Trial Setting"). Reset or continuance of the Initial Trial Setting will not alter any deadlines established in this Order or established by the Texas Rules of Civil Procedure, unless otherwise provided by order. All parties are required to announce for trial on the Thursday before their trial begins on Tuesday at 9:30 a.m. Failure to announce by 10:30 a.m. on the Friday before the designated trial setting may result in Dismissal of the case. Cases not reached on the designated trial date are to be ready for trial on a 24-hour notice during their two-week trial docket. If not reached as set, the case will be carried to the next week.

2. Unless otherwise ordered, discovery in this case will be controlled by:

☐ Rule 190.2 (Level 1)

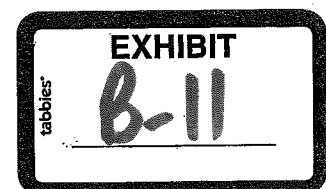
☒ Rule 190.3 (Level 2)

of the Texas Rules of Civil Procedure. Except by agreement of the party, leave of court, or where expressly authorized by the Texas Rules of Civil Procedure, no party may obtain discovery of information subject to disclosure under Rule 194 by any other form of discovery.

3. Any objection or motion to exclude or limit expert testimony due to qualification of the expert or reliability of the opinions must be filed no later than seven (7) days after the close of the discovery period, or such objection is waived. Any motion to compel responses to discovery (other than relating to factual matters arising after the end of the discovery period) must be filed no later than seven (7) days after the close of the discovery period or such complaint is waived, except for the sanction of exclusion under Rule 193.6.

4. Any amended pleadings asserting new causes of action or affirmative defenses must be filed no later than thirty (30) days before the end of the discovery period and any other amended pleadings must be filed no later than seven (7) days after the end of the discovery period. Amended pleadings responsive to timely filed pleadings under this schedule may be filed after the deadline for amended pleadings if filed within two (2) weeks after the pleading to which they respond. Except with leave of court, TRCP 166a(c) motions must be heard no later than thirty (30) days before trial.

UNIFORM SCHEDULING ORDER (LEVEL 1 OR 2) -PAGE 1



5. No additional parties may be joined more than five (5) months after the commencement of this case except on motion for leave showing good cause. This paragraph does not otherwise alter the requirements of Rule 38. The party joining an additional party shall serve a copy of this Order on the new party concurrently with the pleading joining that party.

6. The parties shall mediate this case no later than thirty (30) days before the Initial Trial Setting, unless otherwise provided by court order. Named parties shall be present during the entire mediation process and each corporate party must be represented by an executive officer or corporate representative with authority to negotiate a settlement.

~~X~~ Unless, within 14 days of this Order, the parties file a Joint Notice of Agreed Upon Substitute Mediator the parties agree to mediate this case with J DAVID APPLE @ Work: 972-315-1900, Fax: 972-315-1955. Any Joint Motion Requesting Appointment should include a brief description of the nature of the dispute, and any novel legal, language, demographic, or other issues the parties desire to have the Court consider in appointing a mediator. The provisions contained herein regarding mediation will be strictly enforced. Parties violating the requirements of this Order will be required to show cause as to why they are in violation of same.

7. Fourteen (14) days before the Initial Trial Setting, the parties shall exchange a list of exhibits, including any demonstrative aids and affidavits, and shall exchange copies of any exhibits not previously produced in discovery; over-designation is strongly discouraged and may be sanctioned. Except for records to be offered by way of business record affidavits, each exhibit must be identified separately and not by category or group designation. Rule 193.7 applies to this designation. On or before ten (10) days before the Initial Trial Setting, the attorneys in charge for all parties shall meet in person to confer on stipulations regarding the materials to be submitted to the Court under this paragraph and attempt to maximize agreement on such matters. By noon on the Thursday before the Initial Trial Setting, the parties shall file with the Court the materials stated in Rule 166(e)-(l), an estimate of the length of trial, designation of deposition testimony to be offered in direct examination, and any motions in limine. Failure to file such materials may result in dismissal for want of prosecution or other appropriate sanction.

Plaintiff/Plaintiff's counsel shall serve a copy of this Order on any currently named defendant(s) answering after this date.

SIGNED 14th DAY OF DECEMBER, 2015.



District Judge

THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

John B. Reyna
Direct Dial: (214) 871-8218
jreyna@thompsoncoecoe.com

Austin
Dallas
Houston
Los Angeles
Saint Paul

December 28, 2015

Matthew J. Worrall
THE POTTS LAW FIRM, LLP
100 Waugh Drive, Suite 350
Houston, Texas 77007

Re: Cause No. DC-15-12384-I, Juan Porras v. Allstate Texas Lloyd's and Frank Backer, in the 162nd Judicial District, Dallas County, Texas

Dear Mr. Worrall:

This letter will serve as a Rule 11 Agreement that Plaintiff Juan Porras and Defendant Allstate Texas Lloyd's agree to set the deadline for Defendant Allstate Texas Lloyd's to serve its objections, answers and responses to Plaintiff's First Set of Interrogatories, First Set of Request for Production, and Requests for Disclosure to January 6, 2016.

If this accurately reflects our agreement, please sign in the space provided below and return this letter back to me. Thank you.

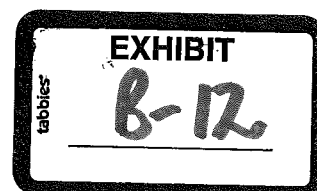
Sincerely,


John B. Reyna

AGREED AS TO FORM AND CONTENT:

/s/ Matthew Worrall
Matthew J. Worrall

2338413v1
00364.999



Cause No. DC-15-12384

Tonya Pointer

JUAN PORRAS	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
v.	§	
	§	DALLAS COUNTY, TEXAS
ALLSTATE TEXAS LLOYDS AND DAVID	§	
FRANK BACKER	§	
<i>Defendant</i>	§	162 ND JUDICIAL DISTRICT

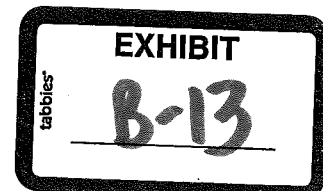
PLAINTIFF'S FIRST AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Juan Porras, Plaintiff (hereinafter referred to as "Plaintiff"), and file this First Amended Petition against Defendants, Allstate Texas Lloyds ("Allstate"), Allstate Vehicle and Property Insurance Company ("Allstate Vehicle") and David Frank Backer ("Backer") (to whom will be collectively referred to as "Defendants"), and respectfully would show this court as follows:

PARTIES

1. Plaintiff, Juan Porras, is an individual residing in and/or owning property in Dallas County, Texas.
2. Defendant, Allstate, is an insurance company that engaged in the business of insurance in the State of Texas at all times material to this action. This defendant may be served by serving its Registered Agent for service of process: C T Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136, by certified mail, return receipt requested.
3. Defendant, David Frank Backer, is an individual residing in and domiciled in the State of Texas. This defendant may be served via certified mail, return receipt requested at 6717 Parkside Court, Arlington, Texas 76016.



4. Defendant, Allstate Vehicle, is an insurance company that engaged in the business of insurance in the State of Texas at all times material to this action. This defendant may be served by serving its Registered Agent for service of process: C T Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136, by certified mail, return receipt requested.

DISCOVERY LEVEL

5. Plaintiff intends for discovery to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

JURISDICTION

6. The Court has jurisdiction over this controversy because the damages are within the jurisdictional limits of this court. Plaintiff is seeking monetary relief over \$200,000 but not more than \$1,000,000. Plaintiff reserves the right to amend this petition during and/or after the discovery process.

7. The Court has jurisdiction over Defendant, Allstate Vehicle, because this defendant engaged in the business of insurance in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

8. The Court has jurisdiction over Defendant, Backer, because this defendant engages in the business of adjusting insurance claims in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

VENUE

9. Venue is proper in Dallas County, Texas, because the insured property is situated in Dallas County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

FACTS

10. Plaintiff is the owner of a property insurance policy (“the Policy”) issued by Allstate Vehicle.

11. Plaintiff owns the insured property located at 7105 Melton Dr., in Dallas County (hereinafter referred to as “the Property”). Allstate Vehicle sold the Policy insuring the Property to Plaintiff.

12. On or about June 17, 2015, a hail storm and/or windstorm struck Dallas County, Texas, causing severe damage to homes and businesses throughout the region (“the Storm”) including the Property. The Storm damaged the Property including extensive damage to Plaintiff’s roof.

13. Plaintiff subsequently submitted a claim to Allstate Vehicle for the damage the Property sustained as a result of the Storm. Plaintiff requested that Allstate Vehicle cover the cost of repairs, including but not limited to, replacement of the roof pursuant to the property.

14. Defendant Allstate Vehicle assigned Backer as the individual adjuster (“the adjuster”) on the claim. The adjuster was improperly trained and failed to perform a thorough investigation of the claim spending an inadequate amount of time inspecting Plaintiff’s property. The adjuster conducted a substandard inspection of Plaintiff’s Property evidenced by the adjuster’s report, which failed to include all of Plaintiff’s storm damages noted upon inspection. The damages the adjuster included in the report were grossly undervalued and did not allow for adequate funds to cover the cost of repairs to all the damages sustained.

15. Allstate Vehicle and its personnel failed to thoroughly review and properly supervise the work of their assigned adjusters which ultimately led to the approving an improper adjustment and an inadequately unfair settlement of Plaintiff’s claim. As a result of Defendants’ wrongful acts

and omissions set forth above and further described herein, Plaintiff was wrongfully denied on the claim and has suffered damages.

16. Together, Defendants set about to deny and/or underpay on properly covered damages. Defendants failed to provide full coverage for the damages sustained by Plaintiff and under-scoped Plaintiff's damages, thereby denying adequate and sufficient payment on Plaintiff's claim. As a result of Defendants' unreasonable investigation, Plaintiff's claim was improperly adjusted, and Plaintiff was wrongfully denied on the claim and has suffered damages. The mishandling of Plaintiff's claim has also caused a delay in Plaintiff's ability to fully repair the Property, which has resulted in additional damages. To this date, Plaintiff has yet to receive the full payment that he is entitled to under the Policy.

17. As detailed in the paragraphs below, Allstate Vehicle wrongfully denied Plaintiff's claim for repairs of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff.

18. To date, Allstate Vehicle continues to delay in the payment for the damages to the Property. As such, Plaintiff has not been paid in full for the damages to the Property.

19. Defendant Allstate Vehicle failed to perform its contractual duties to adequately compensate Plaintiff under the terms of the Policy. Specifically, it refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property, and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Allstate Vehicle's conduct constitutes a breach of the insurance contract between Allstate Vehicle and Plaintiff.

20. Defendants misrepresented to Plaintiff that the damage to the Property was not covered

under the Policy, even though the damage was caused by a covered occurrence. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(1).

21. Defendants failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.0060(a)(2)(A).

22. Defendants failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, Defendants failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. Defendants' conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(3).

23. Defendants failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendants. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(4).

24. Defendants refused to fully compensate Plaintiff, under the terms of the Policy, even though Defendants failed to conduct a reasonable investigation. Specifically, Defendants performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiff's claim on the Property. Defendants' conduct

constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(7).

25. Defendant Allstate Vehicle failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim, within the statutorily mandated time of receiving notice of Plaintiff's claim. Allstate Vehicle's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.055.

26. Defendant Allstate Vehicle failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. Allstate Vehicle's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.056.

27. Defendant Allstate Vehicle failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiff's claim longer than allowed and, to date, Plaintiff has not received full payment for the claim. Allstate Vehicle's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.058.

28. From and after the time Plaintiff's claim was presented to Defendant Allstate Vehicle, the liability of Allstate Vehicle to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Allstate Vehicle has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. Allstate Vehicle's conduct constitutes a breach of the common law duty of good faith

and fair dealing.

29. Defendants knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

30. As a result of Defendants' wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who are representing them with respect to these causes of action.

31. Plaintiff's experience is not an isolated case. The acts and omissions Allstate Vehicle committed in this case, or similar acts and omissions, occur with such frequency that they constitute a general business practice of Allstate Vehicle with regard to handling these types of claims. Allstate Vehicle's entire process is unfairly designed to reach favorable outcomes for the company at the expense of the policyholders.

CAUSES OF ACTION

32. Each of the foregoing paragraphs is incorporated by reference in the following:

I. Causes of Action Against Backer

33. Allstate Vehicle assigned Backer to adjust this claim. Backer was improperly trained and performed an outcome oriented and unreasonable investigation of Plaintiff's damages. Backer did not properly assess all damages caused by the Storm and omitted covered damages from the report including the full extent of damage to the roof. Backer refused to fully compensate Plaintiff for the full amount Plaintiff is entitled under the Policy. The outcome oriented investigation of Plaintiff's claim resulted in a biased evaluation of Plaintiff's damages to the Property and the estimated damages were severely underestimated.

A. Noncompliance with Texas Insurance Code: Unfair Settlement Practices

34. Defendant Backer's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a). All violations under this article are made actionable by TEX. INS. CODE § 541.151.

35. Defendant Backer is individually liable for his unfair and deceptive acts, irrespective of the fact Backer was acting on behalf of Allstate Vehicle, because Backer is a "person" as defined by TEX. INS. CODE § 541.002(2). The term "person" is defined as "any individual, corporation, association, partnership, reciprocal or interinsurance exchange, Lloyds plan, fraternal benefit society, or other legal entity engaged in the business of insurance, including an agent, broker, adjuster or life and health insurance counselor." TEX. INS. CODE § 541.002(2) (emphasis added). (See also *Liberty Mutual Insurance Co. v. Garrison Contractors, Inc.*, 966 S.W. 2d 482, 484 (Tex. 1998) (holding an insurance company employee to be a "person" for the purpose of bringing a cause of action against him or her under the Texas Insurance Code and subjecting him or her to individual liability)).

36. Defendants' misrepresentations by means of deceptive conduct include, but are not limited to: (1) failing to conduct a reasonable inspection and investigation of Plaintiff's damages; (2) stating that Plaintiff's damages were less severe than they in fact were; (3) using their own statements about the non-severity of the damages as a basis for denying properly covered damages and/or underpaying damages; and (4) failing to provide an adequate explanation for the inadequate compensation Plaintiff received. Defendant Backer's unfair settlement practices, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of

insurance. TEX. INS. CODE § 541.060 (a)(1).

37. Defendant Backer's unfair settlement practices, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though liability under the Policy is reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(2)(A).

38. Defendant Backer failed to explain to Plaintiff the reasons for the offer or offers of an inadequate settlement. Specifically, Defendant Backer failed to offer Plaintiff adequate compensation without any explanation as to why full payment was not being made. Furthermore, Defendant Backer did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor was there any explanation for the failure as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for the offer of a compromise settlement of Plaintiff's claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(3).

39. Defendant Backer's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(4).

40. Defendant Backer did not properly inspect the Property and failed to account for and/or undervalued Plaintiff's roof damage, although reported by Plaintiff to Allstate Vehicle. Defendant Backer's unfair settlement practices, as described above, of refusing to pay Plaintiff's claim

without conducting a reasonable investigation, constitutes an unfair method of competition, and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(7).

II. Causes of Action Against Allstate Vehicle

41. Allstate Vehicle intentionally breached its contract with Plaintiff, intentionally violated the Texas Insurance Code and intentionally breached the common law duty of good faith and fair dealing.

A. Breach of Contract

42. Allstate Vehicle breached the contract of insurance it had with Plaintiff. Allstate Vehicle breached the contract by its failure/and or refusal to adequately pay the claim as it is obligated to do under the terms of the Policy in question and under the laws in the State of Texas.

B. Noncompliance with Texas Insurance Code: Unfair Settlement Practices

43. Defendant Allstate Vehicle's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a). All violations under this article were made actionable by TEX. INS. CODE § 541.151.

44. Defendant Allstate Vehicle's unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(1).

45. Defendant Allstate Vehicle's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Allstate Vehicle's liability under the Policy was reasonably clear, constitutes an unfair method of

competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(2)(A).

46. Defendant Allstate Vehicle's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(3).

47. Defendant Allstate Vehicle's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of compensation and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(4).

48. Defendant Allstate Vehicle's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(7).

C. Noncompliance with Texas Insurance Code: Prompt Payment of Claims Statute

49. Plaintiff is entitled to 18% interest and attorney fees under TEX. INS. CODE §542.060 for violating the Texas Insurance Code, Prompt Payment of claims TEX. INS. CODE §542.051 *et. seq.*

50. Allstate Vehicle failed to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that it reasonably believed would be required within the applicable time constraints under TEX. INS. CODE §542.055.

51. Allstate Vehicle failed to notify Plaintiff in writing of its acceptance or rejection of the

claim within applicable time constraints under TEX. INS. CODE §542.056.

52. Allstate Vehicle delayed the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for under TEX. INS. CODE §542.058.

D. Breach of the Duty of Good Faith and Fair Dealing

53. Allstate Vehicle breached the duty of good faith and fair dealing by failing to adequately and reasonably investigate and evaluate Plaintiff's claim while it knew or should have known, by the exercise of reasonable diligence, that its liability was reasonably clear.

E. Knowledge

54. Each of the acts described above, together and singularly, was done "knowingly" as that term is used in the Texas Insurance Code.

DAMAGES

55. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiff.

56. The damages caused by the hail storm and/or windstorm have not been properly addressed or repaired in the months since the storm, causing further damages to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of Defendants' mishandling of Plaintiff's claim in violation of the laws set forth above.

57. For breach of contract, Plaintiff are entitled to regain the benefit of his bargain, which is the amount of his claim, together with attorney's fees.

58. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid

pursuant to the policy, court costs, and attorney's fees. For knowing conduct of the acts described above, Plaintiff ask for three times their actual damages. TEX. INS. CODE § 541.152.

59. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of the claim, as well as 18% (eighteen percent) interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE § 542.060.

60. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages and damages for emotional stress.

61. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas

JURY DEMAND

62. Plaintiff hereby demands a trial by jury and tender the appropriate fee.

DISCOVERY REQUESTS

63. Pursuant to Texas Rules of Civil Procedure 194, Plaintiff requests that each Defendant disclose, within 30 days of service of this request, the information or materials described in Texas Rule of Civil Procedure 194.2(a)-(l).

64. Defendants are requested to respond to the attached interrogatories and requests for production within fifty (50) days.

PRAYER

65. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this court site Defendants to appear and answer herein and that Plaintiff has judgment taken against Defendants and recovers from Defendants all damages allowed by law, and that Plaintiff be awarded attorneys' fees for trial and any appeal of this case, for pre-judgment and post judgment interest as allowed by law, costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff is justly entitled.

Respectfully submitted,

THE POTTS LAW FIRM, LLP

By: /s/ Matthew J. Worrall
Matthew J. Worrall
SBN: 24070883
William H. Barfield
SBN: 24031725
Andrew A. Woellner
SBN: 24060850
100 Waugh Drive, Suite 350
Houston, Texas 77007
Telephone (713) 963-8881
Facsimile (713) 574-2938
Emails: mworral@potts-law.com
wbarfield@potts-law.com
awoellner@potts-law.com

ATTORNEYS FOR PLAINTIFF

**FORM NO. 353-3 - CITATION
THE STATE OF TEXAS**

To:

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
BY SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201-3136

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and **FIRST AMENDED** petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **162nd District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **JUAN PORRAS**

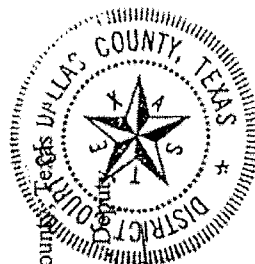
Filed in said Court **1st day of March, 2016** against

ALLSTATE VEHICLE

For Suit, said suit being numbered **DC-15-12384**, the nature of which demand is as follows:
Suit on **INSURANCE** etc. as shown on said petition **REQ FOR PRODUCTION AND INTERROGATORIES**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 7th day of March, 2016.

ATTEST: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas
By *Dianne Coffey*
DIANNE COFFEY



CERT MAIL

CITATION

DC-15-12384

JUAN PORRAS

vs.

**ALLSTATE TEXAS LLOYDS
ET AL**

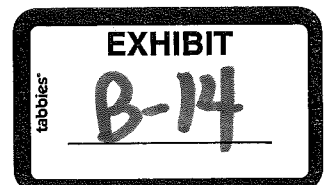
**ISSUED THIS
7th day of March, 2016**

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: **DIANNE COFFEY**, Deputy

Attorney for Plaintiff
MATTHEW WORRALL
THE POTTS LAW FIRM LLP
100 WAUGH SUITE 350
HOUSTON TX 77007
713-963-8881

DALLAS COUNTY CONSTABLE
FEES
PAID
FEE NOT PAID



OFFICER'S RETURN

Case No. : DC-15-12384

Court No. 162nd District Court

Style: JUAN PORRAS

vs.

ALLSTATE TEXAS LLOYDS ET AL

Came to hand on the 7th day of March 20 16, at 12:09 o'clock P. M. Executed at
within the County of _____ at _____ o'clock _____ M. on the _____ day of _____
20 _____, by delivering to the within named _____

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by
me in serving such process was _____ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said _____ before me this _____ day of _____, 20 _____,
to certify which witness my hand and seal of office.

Notary Public _____ County _____

9214-8901-0661-5400-0081-1457-95

FORM NO. 353-3 - CITATION
THE STATE OF TEXAS

To:

ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
BY SERVING ITS REGISTERED AGENT CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201-3136

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and **FIRST AMENDED** petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the **162nd District Court** at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **JUAN PORRAS**

Filed in said Court **1st day of March, 2016** against

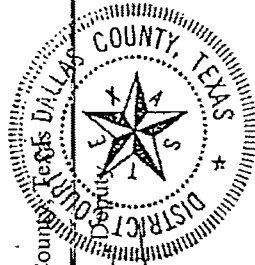
ALLSTATE VEHICLE

For Suit, said suit being numbered **DC-15-12384**, the nature of which demand is as follows:
Suit on **INSURANCE** etc. as shown on said petition **REQ FOR PRODUCTION AND INTERROGATORIES**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.
Given under my hand and the Seal of said Court at office this 7th day of March, 2016.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas

By *Dianne Coffey*
DIANNE COFFEY



CERT MAIL

CITATION

DC-15-12384

JUAN PORRAS

vs.
**ALLSTATE TEXAS LLOYDS
ET AL**

ISSUED THIS
7th day of March, 2016

FELICIA PITRE
Clerk District Courts,
Dallas County, Texas

By: DIANNE COFFEY, Deputy

Attorney for Plaintiff
MATTHEW WORRALL
THE POTTS LAW FIRM LLP
100 WAUGH SUITE 350
HOUSTON, TX 77007
713-963-8881

DALLAS COUNTY CONSTABLE
FEES
PAID
PER NOT
PAID

tabbles

EXHIBIT

B-15

OFFICER'S RETURN

Case No. : DC-15-12384

Court No. 162nd District Court

Style: JUAN PORRAS

vs.

ALLSTATE TEXAS LLOYDS ET AL

Came to hand on the 7th day of March, 2016, at 12:09 o'clock, P.M. Executed at 1999 Bryan St Ste 900 Dallas TX
 within the County of at o'clock 10th day of March

2016, by delivering to the within named

allstate Vehicle & Property Insurance Company BY serving it Corporation
System Signed By Chris Wells

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Signed and sworn to by the said before me this day of , 20

to certify which witness my hand and seal of office.

Notary Public County

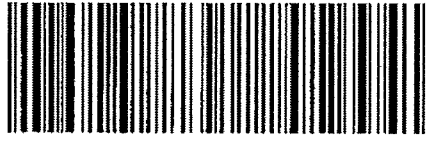
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DALLAS CO. TEXAS
JAN 14 2016

Signed By: Chris Wells
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DISTRICT CLERK
600 COMMERCE STREET
DALLAS, TEXAS 75202-4606

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600 COMMERCE ST STE 103
DALLAS, TX 75202-4689



Return Receipt (Electronic)

9214 8901 0661 5400 0081 1457 95

DC15-12384/DC

C T CORPORATION SYSTEM, REGISTERED AGENT
ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
1999 BRYAN ST STE 900
DALLAS, TX 75201-3140

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8 1/2" ENVELOPE
CUT / FOLD HERE

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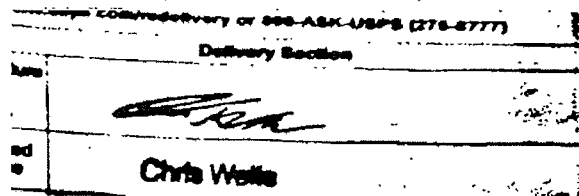


Date: March 11, 2016

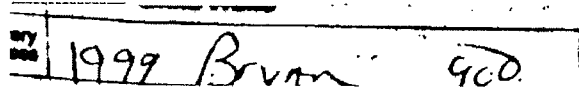
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DC15-12384/DC
C T CORPORATION SYSTEM, REGISTERED AGENT
ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY
1999 BRYAN ST STE 900
DALLAS, TX 75201-3140

CAUSE NO. DC-15-12384

JUAN PORRAS,

Plaintiff,

v.

ALLSTATE TEXAS LLOYD'S and DAVID
FRANK BACKER,*Defendants.*§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

162ND JUDICIAL DISTRICT

**DEFENDANT ALLSTATE VEHICLE AND PROPERTY
INSURANCE COMPANY'S ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

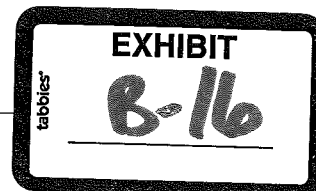
Defendant Allstate Vehicle and Property Insurance Company files this Original Answer and would respectfully show the Court the following:

**I.
ORIGINAL ANSWER**

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant generally denies each and every, all and singular, allegations contained within Plaintiff's First Amended Petition, and demands strict proof thereon by a preponderance of the credible evidence in accordance with the Constitution and laws of the State of Texas.

**II.
PRAYER**

Defendant Allstate Vehicle and Property Insurance Company prays that upon final trial and hearing hereof, Plaintiff recover nothing from Defendant, but Defendant goes hence without delay and recovers costs of court and other such further relief, both general and special, to which Defendant may be justly entitled.



Respectfully submitted,

/s/ Roger D. Higgins

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John B. Reyna
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**ATTORNEYS FOR DEFENDANT
ALLSTATE VEHICLE AND PROPERTY
INSURANCE COMPANY**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served by electronic file notification and/or facsimile to the following counsel on March 30, 2016:

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/s/ John B. Reyna

John B. Reyna